

# **Embassy of the United States of America**

# Tokyo, Japan

March 18, 2013

Dear Prospective Quoter:

SUBJECT: Solicitation Number SJA800-13-Q-0001

TV Services for Chancery Building and Ambassador Residence of

the American Embassy Tokyo

The Embassy of the United States of America invites you to submit a quotation for obtaining TV services for the Chancery Building and Ambassador Residence of the American Embassy Tokyo.

#### 1. Site Visit

a. The Embassy intends to hold a pre-quotation briefing and site visit from 10:00 a.m. to on/about 11:30 a.m., Thursday, April 4, 2013. Participants shall meet at the main gate of American Embassy Tokyo, located at 1-10-5 Akasaka, Minato-ku, Tokyo.

b. All interested quoters who wish to attend must submit individual name(s), company name/address, and telephone/fax numbers (and email address, if any) to Jin Yoshikawa at FAX 03-3224-5179 by no later than 12:00 noon, Monday, April 1, 2013, to arrange entry to the Embassy building.

Note: Attendee(s) must present an ID with photo on it when entering the building.

# 2. Questions

- a. Quoters may submit questions. Such questions must be addressed to Jin Yoshikawa and be submitted by FAX at +81-3-3224-5179 or email at <a href="YoshikawaJX@state.gov">YoshikawaJX@state.gov</a>. All questions must be received in the Embassy by no later than 12:00 noon, Monday, April 8, 2013, local time.
- b. All questions will be consolidated, and one response will be prepared and issued to all potential quoters.

## 3. Quotations

a. Quotations must be received by no later than 4:00 p.m., Thursday, April 18, 2013, local time. No quotations will be accepted after this time.

b. Quotations must be submitted in a sealed envelope marked "Quotation Enclosed" and be addressed as follows:

Contracting Officer American Embassy Tokyo 1-10-5 Akasaka Minato-ku, Tokyo 107-8420

- c. In order for a quotation to be considered, you must complete and submit the following (refer to subsection 3.1.b under SECTION 3 of the solicitation for details):
  - (1) Standard Form 1449;
  - (2) SECTIONs 1 and 5; and
  - (3) Information demonstrating the quoter's ability to perform.

It is understood that no payment will be made for preparation and submission of your quotation.

Thank you in advance for your interest and your time in participating in the solicitation process.

Sincerely

Michae D. Lampel Contracting Officer

Enclosure:

Solicitation SJA800-13-Q-0001

	ATION/CONTRA EROR TO COMPLET					1. REQUISITION PR23537		PAGE 1 OF	42	
2. CONTRACT N		3. AWARD/EFFECTIV	ECTIVE DATE 4. ORDER N			5. SOLICITATION NO.			6. SOLICITATION ISSUE DATE	
		See 31c b	pelow			SJA800-1	~		March 18, 2013 8. OFFER DUE DATE/LOCAL TIME	
	7. FOR SOLICITATION INFORMATION CALL  Jin Yoshikawa								2013; 4pm	
9. ISSUED BY		CODE				QUISITION IS		RY FOR FOB	12. DISCO	DUNT TERMS
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☐ 17b. CHECK	K IF REMITTANCE IS DIFF	ERENT AND PUT SUCH	ADDRESS IN	OFFER			DDRESS SHOW SEE ADDENDU	'N IN BLOCK 18a UN 'M	NLESS BLO	CK BELOW IS
19.		20.				21.	22.	23.		24.
ITEM NO.	SCHEDU	LE OF SUPPLIES/S	SERVICES		QUA	NTITY	UNIT	UNIT PRICE	Ξ	AMOUNT
1.	TV services	for the Char	ncerv		(See	SECTION	(	See SECTIO	N 1 ·	
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25. ACCOUNTI	NG AND APPROPRIATION	DATA				ı	26.	TOTAL AWARD AM	MOUNT (F	or Govt. Use Only)
27a. SOLIC	ITATION INCORPORATES	BY REFERENCE FAR 5:	2.212-1, 52.212-	4. FAR 52.212	2-3 AND 52.21	2-5 ARE ATTACH	ED. ADDENDA	☑ ARE ☐ ARE	NOT ATTA	ACHED.
	RACT/PURCHASE ORDER									
	ACTOR IS REQUIRED TO E. CONTRACTOR AGREE					29. AWARD	OF CONTRAC		ON SOLICI	OFFER TATION (BLOCK 5),
	WISE IDENTIFIED ABOV AND CONDITIONS SPECI		DITIONAL SHI	EETS SUBJEC	CT TO THE INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATUR	RE OF OFFEROR/CONTRAC	CTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
									T	
30b. NAME AN	D TITLE OF SIGNER (TYP)	E OR PRINT)	30c. DATE SI	GNED	31b. NAME	OF CONTRACTIN	G OFFICER(TYF	PE OR PRINT)	31c. DAT	E SIGNED
32a. QUANTITY IN COLUMN 21 HAS BEEN ACCEPTED, AND CONFORMS TO THE			33. SHIP NUMBER 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR							
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☐ RECEIVED ☐ INSPECTED ☐ CONTRACT, EXCEPT AS NOTED			PARTIAL  36. PAYMENT  37. CHECK NUMB			CK NUMBER				
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE 32c. DATE			☐ COMPLETE ☐ PARTIAL ☐							
			FINAL  38. S/R ACCOUNT NO.  39. S/R VOUCHER NO.  40. PAID BY			BY				
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42h BEGER	VED AT /					
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE					VED AT (Location					
				42c. DATER	EC'D (YY/MM/DD)	42d. TOTA	L CONTAINERS			

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# SECTION 1: The Schedule

- 1.1 Standard Form (SF) 1449, the first page.
- 1.2 Continuation to SF-1449, Solicitation Number SJA800-13-Q-0001, Blocks 23, Unit Price, and 24, Amount
  - a. Scope of Services

The Contractor shall furnish all labor, materials, equipment, transportation, and supervision necessary to provide digital/HD TV programming services for the American Embassy in Tokyo, Japan. The price listed below shall include all, but not limited to, engineering, labor, tools, equipment, materials, supplies, services, overhead, and profit. In consideration of satisfactory performance of all scheduled services required under this contract, the Contractor shall be paid a firm fixed-price per month as stated in the schedule below.

- b. Offers and Payment in U.S. Dollars
  - (1) U.S. firms are eligible to be paid in U.S. dollars. U.S. firms desiring to be paid in U.S. dollars should submit their offers in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporated under the laws of a state within the United States.

NOTE: The definition of U.S. Firm for payment purposes should not be confused with the definition of U.S. Person for purpose of applying U.S. preference in the proposal evaluation. (See subsection 5.2 for U.S. Person definition.)

(2) Foreign Firms. Any firm, which is not a U.S. firm, is a foreign firm. Any firm that does not meet the above definition of U.S. firm shall submit its prices and receive payment in Japanese Yen.

#### c. Prices

(1) The firm fixed-prices for Chancery are:

Item	Description of Services	Quantity	Unit Price	Total	Price
0001	One-time Installation Charge	1 Lot			
0002	Monthly Recurring Charge	12 Months			
		Total price for	Chancery:		

(2) The firm fixed-prices for Ambassador Residence (EMR) are:

Item	Description of Services	Quantity	Unit Price	Total Price
0001	One-time Installation Charge	1 Lot		
0002	Monthly Recurring Charge	12 Months		
		Total pric	ce for EMR:	

(3) Grand Total Prices

The	grand	total	price	[(1)+(2)]	is:	
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d. The American Embassy is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments.

(For non-Designated Stores, please visit the following link for

(For non-Designated Stores, please visit the following link for registration:

http://www.nta.go.jp/tetsuzuki/shinsei/annai/shohi/annai/23120184.ht
m)

- 1.3 Continuation to SF-1449, Solicitation Number SJA800-13-Q-0001, Block 20, Schedule of Supplies/Services
  - a. The purpose of this firm fixed price contract is for obtaining TV Services for the Chancery Building and the Ambassador Residence (EMR) in accordance with work statements stated below.
  - b. The contract will be for a one-year period from the start date in the Notice to Proceed.
  - c. Performance Work Statement
    - (1) Unless otherwise specified hereinafter, the Contractor shall furnish all labor, materials, equipment, transportation, and supervision necessary to provide digital/HD TV programming for the American Embassy in Tokyo, Japan. These TV channels should be U.S. and Japanese local channels. The head-in equipment must be installed in a manner, which will provide the chancery with plug and play service. The following are the locations and types of services required:
      - (a) Chancery (Approximately 100 offices), located at 1-10-5 Akasaka, Minato-ku, Tokyo. The Contractor shall provide basic TV cable channel package. The following are minimum basic channels expected for the chancery:

AFN Sports, AFN Prime, AFN Pacific, AFN Atlantic, AFN News, AFN Extra, AFN Family, AFN Pentagon, AFN Movie, AFN Spectrum, AFN Channel Guide, CNN, BBC, and any free Japan television channels.

- (b) Ambassador Residence (EMR), located at 1-10-5 Akasaka, Minato-ku, Tokyo. The Contractor shall provide non-premium cable TV channel package services.
- (2) In case there are any issues with TV reception such as complete loss of signal, snowy or grainy pictures, or poor sound and so on, the Contractor shall provide maintenance services upon "service-call" and correct the problem until it meets normal industry acceptable quality and standards.
- (3) Equipment. The Contractor is responsible for providing and maintaining all Government-furnished and/or Contractor-furnished equipment and supplies to provide quality service to the American Embassy-Tokyo.

#### (4) Maintenance

- (a) The Contractor is responsible for all Government-furnished and/or Contractor-furnished equipment maintenance services and shall provide 24 hours/7 days a week maintenance services.
- (b) The Contractor shall respond within eight hours to a service-call for a cable outage.
- (c) The Contractor shall respond within 24 hours for a standard service call involving individual channels or single outlet related problems.
- (d) The Contractor shall provide routine maintenance on all equipment in accordance with manufacture's suggested times for the duration of this contract.

# d. Contractor's Responsibility

- (1) The Contractor shall make all necessary arrangements for acquiring the broadcast rights for all American channels provided. The Contractor shall not interrupt the emission or affect quality of the existing channels (AFN and Japanese Channels) without the written prior consent to the Contracting Officer's Representative (COR).
- (2) The Contractor shall install any necessary Government-furnished and/or Contractor-furnished equipment for Japanese digital terrestrial service, to include installation, testing, and acceptance prior to July 1, 2013.

- (3) The Contractor shall replace any Contractor-installed equipment that fails to work properly.
- (4) Fire Prevention. The Contractor shall be responsible for instructing his or her employees in the fire prevention and protection procedures, which are required for all personnel working at the Embassy. The Contractor shall assume responsibility for all damages incurred by fires caused by personnel misconducts, disobedience to fire rules and regulations, intentional setting of fires, and other sources of fire origin caused by negligence of his or her employees.
- (5) Damage to U.S. Government Property. Any and all damages to U.S. Government property caused as a result of Contractor operations shall be repaired or replace to the original condition by the Contractor at no additional cost to the Government.

## e. Quality Assurance Plan (QAP)

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold		
Services.	1.3.a	All required services		
Performs all TV services	through	are performed and no		
set forth in the	1.3.d.	more than two customer		
performance work		complaints are received		
statement.		per month.		

- 1. Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
- 2. Standard. The performance standard is that the Government receives no more than two customer complaints per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause [FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001)], if any of the services exceed the standard.

#### 3. Procedures

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

### f. Notice to Proceed

- 1. Following receipt from the Contractor of acceptable evidence of insurance 10 days after contract award, the Contracting Officer will provide to the Contractor a Notice to Proceed. The Contractor shall then begin work.
- 2. It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

#### SECTION 2: Contract Clauses

## 2.1 Contract Clauses

- FAR 52.212-4, Contract Terms and Conditions Commercial Items (FEB 2012), is incorporated by reference. (See SF-1449, block 27a.)
- FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (JAN 2013)
  - (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
    - (1)  $\underline{52.222-50}$ , Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
      - Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
    - (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
    - (3)  $\underline{52.233-4}$ , Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).
  - (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
    - $\sqrt{}$  (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
    - \_\_\_(2)  $\underline{52.203-13}$ , Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ( $\underline{41~U.S.C.~251}$  note)).
    - \_\_\_\_(3) <u>52.203-15</u>, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
    - $\sqrt{}$  (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
    - \_\_\_(5)  $\underline{52.204-11}$ , American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
    - \_\_\_(6) <u>52.209-6</u>, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

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(7) 52.209-9, Updates of Publicly Available Information Regarding
Responsibility Matters (Feb 2012) (41 U.S.C. 2313).
(8) 52.209-10, Prohibition on Contracting with Inverted Domestic
Corporations (May 2012) (section 738 of Division C of Pub. L. 112-
74, section 740 of Division C of Pub. L. 111-117, section 743 of
Division D of Pub. L. 111-8, and section 745 of Division D of Pub.
L. 110-161).
(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award
(Nov 2011) (15 U.S.C. 657a).
(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone
Small Business Concerns (Jan 2011) (if the offeror elects to waive
the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
___(11) Reserved.
 (12)(i) 52.219-6, Notice of Total Small Business Set-Aside
(Nov 2011) (15 U.S.C. 644).
    ___(ii) Alternate I (Nov 2011).
     (iii) Alternate II (Nov 2011).
 (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside
(June 2003) (15 U.S.C. 644).
    ___(ii) Alternate I (Oct 1995) of 52.219-7.
    (iii) Alternate II (Mar 2004) of 52.219-7.
  (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011)
(15 \text{ U.S.C. } 637(d)(2) \text{ and } (3)).
 (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011)
(15 \text{ U.s.c. } 637(d)(4)).
    ___(ii) Alternate I (Oct 2001) of 52.219-9.
    ___(iii) Alternate II (Oct 2001) of 52.219-9.
     (iv) Alternate III (Jul 2010) of 52.219-9.
 (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15
U.S.C. 644(r)).
 (17) 52.219-14, Limitations on Subcontracting (Nov 2011)
(15 \text{ U.S.C. } 637(a)(14)).
(18) <u>52.219-16</u>, Liquidated Damages-Subcon-tracting Plan
(Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
(19)(i) 52.219-23, Notice of Price Evaluation Adjustment for
Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323)
(if the offeror elects to waive the adjustment, it shall so indicate
in its offer).
    (ii) Alternate I (June 2003) of 52.219-23.
 (20) 52.219-25, Small Disadvantaged Business Participation
Program-Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-
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355, section 7102, and 10 U.S.C. 2323).

- \_\_\_(21)  $\underline{52.219-26}$ , Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and  $\underline{10~U.S.C.~2323}$ ).
- $\underline{\hspace{0.5cm}}$  (22)  $\underline{52.219-27}$ , Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (23) 52.219-28, Post Award Small Business Program Representation (Apr 2012) (15 U.S.C. 632(a)(2)).
- \_\_\_(24)  $\underline{52.219-29}$ , Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637 (m)).
- \_\_\_(25)  $\underline{52.219-30}$ , Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- \_\_\_(26) <u>52.222-3</u>, Convict Labor (June 2003) (E.O. 11755).
- $\underline{\hspace{0.5cm}}$  (27)  $\underline{52.222-19}$ , Child Labor-Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- $\sqrt{(28)}$  52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- $\sqrt{(29)}$  52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- $\sqrt{\phantom{0}}$  (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- $\sqrt{\ }$  (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- $\underline{\hspace{0.5cm}}$  (33)  $\underline{52.222-40}$ , Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_\_(34) <u>52.222-54</u>, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_\_(35)(i) <u>52.223-9</u>, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
- $(\underline{42\ U.S.C.\ 6962(c)(3)(A)(ii)})$ . (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - (ii) Alternate I (May 2008) of 52.223-9
- $(\underline{42\ U.S.C.\ 6962(i)\ (2)\ (C)})$ . (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36)  $\underline{52.223-15}$ , Energy Efficiency in Energy-Consuming Products (DEC 2007) ( $\underline{42~U.s.c.~8259b}$ ).
- \_\_\_\_(37)(i) <u>52.223-16</u>, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

  (ii) Alternate I (DEC 2007) of 52.223-16.
- $\sqrt{\phantom{0}}$  (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

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___(39) <u>52.225-1</u>, Buy American Act—Supplies (Feb 2009)
 (41 U.S.C. 10a-10d).
 (40)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli
 Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note,
 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub.
 L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-
 283, 110-138, 112-41, 112-42, and 112-43).
     ___(ii) Alternate I (Mar 2012) of 52.225-3.
     ___(iii) Alternate II (Mar 2012) of 52.225-3.
     (iv) Alternate III (Nov 2012) of 52.225-3.
  (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501,
 et seq., 19 U.S.C. 3301 note).
 \sqrt{(42)} 52.225-13, Restrictions on Certain Foreign Purchases
 (June 2008) (E.O.'s, proclamations, and statutes administered by the
 Office of Foreign Assets Control of the Department of the Treasury).
 (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside
 (Nov 2007) (42 U.S.C. 5150).
 (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or
 Emergency Area (Nov 2007) (42 U.S.C. 5150).
 \sqrt{(45)} 52.232-29, Terms for Financing of Purchases of Commercial
 Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
  (46) 52.232-30, Installment Payments for Commercial Items
 (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 \sqrt{(47)} 52.232-33, Payment by Electronic Funds Transfer-Central
 Contractor Registration (Oct 2003) (31 U.S.C. 3332).
  (48) 52.232-34, Payment by Electronic Funds Transfer-Other than
 Central Contractor Registration (May 1999) (31 U.S.C. 3332).
 (49) 52.232-36, Payment by Third Party (Feb 2010)
 (31 U.S.C. 3332).
 (50) 52.239-1, Privacy or Security Safeguards (Aug 1996)
 (5 U.S.C. 552a).
   (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag
 Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and
 10 U.S.C. 2631).
     (ii) Alternate I (Apr 2003) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this
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- paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - \_\_\_(1)  $\underline{52.222-41}$ , Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

- \_\_\_(2)  $\underline{52.222-42}$ , Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_(4)  $\underline{52.222-44}$ , Fair Labor Standards Act and Service Contract Act-Price Adjustment (Sep 2009) ( $\underline{29~U.S.C.~206}$  and  $\underline{41~U.S.C.~351}$ , et seq.).
- \_\_\_\_(5)  $\underline{52.222-51}$ , Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).
- \_\_\_(6)  $\underline{52.222-53}$ , Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ( $\underline{41}$   $\underline{U.S.C.}$  351, et seq.).
- \_\_\_\_(7)  $\underline{52.222-17}$ , Non-displacement of Qualified Workers (JAN 2013) (E.O.13495).
- \_\_\_(8)  $\underline{52.226-6}$ , Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- \_\_\_(9)  $\underline{52.237-11}$ , Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at  $\underline{52.215-2}$ , Audit and Records—Negotiation.
  - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
  - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR <u>Subpart 4.7</u>, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
  - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of

type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
  - (i)  $\underline{52.203-13}$ , Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ( $\underline{41~U.S.C.~251}$  note)).
  - (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637 (d) (2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (iii) 52.222-17, Non-displacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
  - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010)
  - (38 U.S.C. 4212).
  - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
  - (vii)  $\frac{52.222-40}{}$ , Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
  - (viii)  $\underline{52.222-41}$ , Service Contract Act of 1965 (Nov 2007)
  - (41 U.S.C. 351, et seq.).
  - (ix)  $\underline{52.222-50}$ , Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
    - Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
  - (x)  $\underline{52.222-51}$ , Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ( $\underline{41}$  U.S.C.  $\underline{351}$ , et seq.).
  - (xi)  $\underline{52.222-53}$ , Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ( $\underline{41}$   $\underline{U.S.C.}$  351, et seq.).
  - (xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>. (xiv) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- 2.2 Addendum to Contract Clauses FAR and DOSAR Clauses not Prescribed in Part 12
  - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

http://acquisition.gov/far/index.html
http://farsite.hill.af.mil/search.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <a href="http://www.statebuy.state.gov">http://www.statebuy.state.gov</a> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

CLAUSE	TITLE AND DATE
52.204-9	Personal Identify Verification of Contractor Personnel (JAN 2011)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.245-2	Government Property Installation Operation Services - where USG providing property but contractor responsible for replacement (JUNE 2007)

The following FAR clauses are provided in full text:

FAR 52.204-99 System for Award Management Registration (AUG 2012) (Deviation)

- (a) Definitions. As used in this clause-
- "Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.
- "Commercial and Government Entity (CAGE) code" means-
  - (1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or
  - (2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."
- "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
- "Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional **SAM** records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern. "Registered in the **SAM** database" means that-
  - (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;
  - (2) The Contractor's CAGE code is in the SAM database; and
  - (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.
- "System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-
  - (1) Data collected from prospective federal awardees required for the conduct of business with the Government;
  - (2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
  - (3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the non-procurement common rule by agencies, Government corporations , or by the Government Accountability Office.
- (b) (1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract,

basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

- (2) The  ${\bf SAM}$  registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.
- (3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.
- (c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
  - (1) A contractor may obtain a DUNS number-
    - (i) Via the internet at <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.
  - (2) The Contractor should be prepared to provide the following information:
    - (i) Company legal business name.
    - (ii) Trade style, doing business, or other name by which your entity is commonly recognized.
    - (iii) Company physical street address, city, state and Zip Code.
    - (iv) Company mailing address, city, state and  ${\mbox{\sc Zip}}$  Code (if separate from physical).
    - (v) Company telephone number.
    - (vi) Date the company was started.
    - (vii) Number of employees at your location.
    - (viii) Chief executive officer/key manager.
    - (ix) Line of business (industry).
    - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) Reserved.
- (e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not

alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-
  - (A) Change the name in the SAM database;
  - (B) Comply with the requirements of subpart 42.12 of the FAR; and
  - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
  - (ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
  - (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the **SAM** database. Information provided to the Contractor's **SAM** record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <a href="https://www.acquisition.gov">https://www.acquisition.gov</a> or by calling 866-606-8220, or 334-206-7828 for international calls.

## FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

FAR 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following Department of State Acquisition Regulation (DOSAR) clauses are provided in full text:

Contractor Identification (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) clearly identify themselves and their contractor affiliation in meetings;  $\$
- 3) identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

DOSAR 652.232-70 Payment Schedule and Invoice Submission (Fixed-Price) (AUG 1999)

- (a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The Contractor shall submit invoices in one original to Attn: FMC (Invoice Enclosed), American Embassy Tokyo, 1-10-5 Akasaka, Minato-ku, Tokyo 107-8420. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).
- (c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below.

DOSAR 652.237-72 Observance of Legal Holidays and Administrative Leave (APR 2004)

(a) The Department of State observes the following days as holidays: U.S. Federal Holidays; \*1st January, unless this day falls on a weekend (New Year's third Monday in January (Martin Luther King, Jr. Day), third Monday in February (President's Day), last Monday in May (Memorial Day), 4th July, unless this day falls on a weekend, (Independence Day), first Monday in September (Labor Day), second Monday in October (Columbus Day), 11th November unless this day falls on a weekend (Veteran's Day), fourth Thursday in November (Thanksgiving Day), and 25th December, unless this day falls on a weekend (Christmas Day). Japanese National Holidays; \*1st January, (New Year's Day or Ganjitsu), second Monday in January (Adult's Day or Seijin-no-hi), 11th February, unless this day falls on Sunday (National Foundation Day or Kenkoku Kinen-no-hi), 21st March, unless this day falls on Sunday (Spring Vernal Equinox Day or Shunbun-no-hi), 29th April, unless this day falls on Sunday (Showa-no-hi), 3rd May, unless this day falls on Sunday (Constitution Day or Kenpou Kinen-bi), 4th May, unless this day falls on Sunday (Greenery Day or Midorino-hi), 5th May, unless this day falls on Sunday (Children's Day or Kodomo-no-hi), third Monday in July (Marine Day or Umi-no-hi), third Monday in September (Respect for the Aged Day or Keirou-no-23rd September, unless this day falls on Sunday (Autumn Vernal equinox Day or Shuubun-no-hi), second Monday in October (Health Sports Day or Taiiku-no-hi),

Bunka-no-hi)
23rd November, unless this day falls on Sunday (Labor Thanksgiving Day or Kinrou Kanshya-no-hi), and

23rd December, unless this day falls on Sunday (Emperor's Birthday or Tennou Tanjou-bi)

3rd November, unless this day falls on Sunday (Culture Day or

\*Day that holiday overlaps in both countries.

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

- (b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
- (c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.
- (d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:
  - (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
  - (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.
- (3) If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.
- (f) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

DOSAR 652.242-70 Contracting Officer's Representative (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the

authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Senior Maintenance and Repair Supervisor at the American Embassy Tokyo.

DOSAR 652.225-71 Section 8(A) of the Export Administration Act of 1979, as Amended (AUG 1999)

- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:
  - (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
  - (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
  - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person; (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
  - (4) Reserved.
  - (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
  - (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted

from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

- (1) Complying or agreeing to comply with requirements:
  - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
  - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

## DOSAR 652.242-73 Authorization and Performance (AUG 1999)

- (a) The contractor warrants the following:
- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

#### SECTION 3: Solicitation Provisions

- 3.1 Solicitation Provisions
  - a. FAR 52.212-1, Instructions to Offerors Commercial Items (FEB 2012), is incorporated by Reference. (See SF-1449, BLOCK 27A.)

Addendum To FAR 52.212-1

- b. Summary of Instructions. The quoter shall complete and submit one original copy of the following:
  - (1) Standard Form (SF) 1449 (complete blocks 12, 17a, 30a, 30b, and 30c:
  - (2) SECTION 1: The Schedule (complete paragraph c. Prices);
  - (3) SECTION 5: Representations and Certifications (complete all applicable portions of the SECTION); and
  - (4) Information demonstrating the quoter's ability to perform, including:
    - (a) name and qualifications relevant to this requirement of the proposed Project Manager;
    - (b) evidence that the quoter operates an established business with a permanent address and telephone listing;
    - (c) list of clients, demonstrating prior experience with relevant past performance information and references;
    - (d) evidence that the quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
    - (e) evidence that the quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in SECTION 2);
    - (f) company brochure;
    - (g) three years of the latest financial statements (balance sheets); and
    - (h) a copy of the Certificate of Insurance, or a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

3.2 Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

http://acquisition.gov/far/index.html/
http://farsite.hill.af.mil/search.htm

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation (FAR) solicitation provisions are incorporated by reference:

Clause	Title and Date
52.204-6	Contractor Identification Number Data Universal
52.214-34 52.225-25	Numbering System (DUNS) Number (APR 2008) Submission of Offers in the English Language (APR 1991) Prohibition on Contracting with Entities Engaging in
	Certain Activities or Transactions Relating to Iran- Representation and Certifications (Dec 2012)
52.237-1	Site Visit (APR 1984) The site visit will be held on April 4, 2013, Thursday, at 10:00am at the American Embassy Tokyo. All interested quoters who wish to attend must submit individual name(s), company name/address, and telephone/fax numbers (and email address, if any) to Jin Yoshikawa at FAX 03-3224-5179 by no later than 12:00 noon, Monday, April 1, 2013, to arrange entry to the Embassy building.
	Note: Attendee(s) must present an ID with photo on it

The following DOSAR provision(s) is provided in full text:

when entering the building.

DOSAR 652.206-70 Competition Advocate/Ombudsman (AUG 1999) (Deviation)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation

is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential quoters are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential quoters and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Minister-Counselor for Administrative Affairs, at Tel: 03-3224-5210 or Fax: 03-3224-5303. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

#### SECTION 4: Evaluation Factors

### 4.1 Evaluation Factors

- a. Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation, including SECTIONs 1 and 5.
- b. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- c. The lowest price will be determined by multiplying the offered prices times the quantities in "Prices Continuation of SF-1449, block 23," and arriving at a grand total.
- d. The Government will determine acceptability by assessing the quoter's compliance with the terms of the solicitation to include the technical information required by SECTION 3.
- e. The Government will determine Contractor responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:
  - (1) adequate financial resources or the ability to obtain them;
  - (2) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - (3) satisfactory record of integrity and business ethics;
  - (4) necessary organization, experience, and skills or the ability to obtain them;
  - (5) necessary equipment and facilities or the ability to obtain them; and
  - (6) be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- 4.2 Addendum to Evaluation Factors FAR and DOSAR Provisions not Prescribed in Part 12

The following FAR provisions are provided in full text:

FAR 52.225-17 Evaluation of Foreign Currency Offers (FEB 2000):

- If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:
  - (a) for acquisitions conducted using sealed bidding procedures, on the date of bid opening.
  - (b) for acquisitions conducted using negotiation procedures-
  - (1) on the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) on the date specified for receipt of proposal revisions.

# SECTION 5: Representations and Certifications

5.1 Representations and Certifications

FAR 52.212-3 Offeror Representations and Certifications - Commercial Items (DEC 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <a href="https://www.acquisition.gov">https://www.acquisition.gov</a>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision-

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395 (b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395 (b), applied in accordance with the rules and definitions of 6 U.S.C. 395 (c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except-

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;

- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ( $\underline{50~U.S.C.}$ 1702(b)(3)).

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned-

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation. "Veteran-owned small business concern" means a small business concern—
  - (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
  - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

- (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <a href="https://www.acquisition.gov">https://www.acquisition.gov</a>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in

the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_\_. [Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

- (c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
  - (1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.
  - (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a veteran-owned small business concern.
  - (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a service-disabled veteran-owned small business concern.
  - (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it \_\_\_is, \_\_is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
  - (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.
  - (6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—
    - (i) It \_\_\_is, \_\_\_is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
    - (ii) It \_\_\_is, \_\_\_is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c) (6) (i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the

- eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—
  - (i) It \_\_\_is, \_\_\_is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
  - (ii) It \_\_\_is, \_\_\_is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:

EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents that it is a women-owned business concern.
- (9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- (10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]
  - (i) General. The offeror represents that either-
  - (A) It \_\_\_is, \_\_\_is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming

disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at  $13 \ \text{CFR} 124.104 \text{(c)}$  (2); or

- (B) It \_\_has, \_\_has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents, as part of its offer, that—
  - (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and (ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone \_\_\_\_\_.] Each HUBZone small joint venture: business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) Representations required to implement provisions of Executive Order 11246-
  - (1) Previous contracts and compliance. The offeror represents that— (i) It \_\_\_has, \_\_\_has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
  - (ii) It \_\_has, \_\_has not filed all required compliance reports.(2) Affirmative Action Compliance. The offeror represents that-
  - (i) It \_\_has developed and has on file, \_\_has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

- (ii) It \_\_\_has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)
  - (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."
  - (2) Foreign End Products:

Line	Item	No.	Country	of	Origin

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g) (1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR  $\underline{52.225-3}$ , Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line	Item	No.	Country	of	Origin

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g) (1) (ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." Other Foreign End Products:

	Line	Item	No.	Country	of	Origin
-						
-						

<sup>(</sup>iv) The Government will evaluate offers in accordance with the policies and procedures of FAR  $\frac{Part}{25}$ .

<sup>(2)</sup> Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

<sup>(</sup>g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation

entitled "Buy American Act—Free Trade Agreements—Israeli Trade
Act":

Canadian End Products:

Line	Item	No.		

\_\_\_\_\_

- (3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:
- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No. Country of Origin

\_\_\_\_\_

- (4) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g) (1) (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

\_\_\_\_\_

<sup>(5)</sup> Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

<sup>(</sup>i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

<sup>(</sup>ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:
Line Item No. Country of Origin
(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.Smade or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.Smade or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals— (1)Are,are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any
Federal agency; (2)Have,have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
(3)Are,are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h) (2) of this clause; and  (4)Have,have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.  (i) Taxes are considered delinquent if both of the following criteria apply:
(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not

finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all

judicial appeal rights have been exhausted.

- (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (ii) Examples.
- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i) (1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at  $\underline{22.1503}$  (b).]
- (1) Listed end products.

## Listed End Product Listed Countries of Origin

None		

<sup>(2)</sup> Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i) (1) of this provision, then the offeror must certify to either (i) (2) (i) or (i) (2) (ii) by checking the appropriate block.]

<sup>[ ] (</sup>i) The offeror will not supply any end product listed in paragraph (i) (1) of this provision that was mined, produced, or

manufactured in the corresponding country as listed for that product.

- [ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
- (j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
  - (1) \_\_\_ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
  - (2) Outside the United States.
- (k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k) (1) or (k) (2) applies.]
  - [ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR  $\underline{22.1003-4}$  (c) (1). The offeror o does o does not certify that—
    - (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
    - (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR  $\underline{22.1003}$ - $\underline{4}$ (c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
    - (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
  - [ ] (2) Certain services as described in FAR  $\underline{22.1003-4}$  (d) (1). The offeror  $\underline{\phantom{0}}$  does  $\underline{\phantom{0}}$  does not certify that—
    - (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
- (3) If paragraph (k) (1) or (k) (2) of this clause applies— (i) If the offeror does not certify to the conditions in paragraph (k) (1) or (k) (2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k) (1) or (k) (2) of this clause or to contact the Contracting Officer as required in paragraph (k) (3) (i) of this clause.
- (1) Taxpayer Identification Number (TIN) ( $\underline{26}$  U.S.C.  $\underline{6109}$ ,  $\underline{31}$  U.S.C.  $\underline{7701}$ ). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
  - (1) All offerors must submit the information required in paragraphs
  - (1) (3) through (1) (5) of this provision to comply with debt collection requirements of  $\underline{31}$  U.S.C.  $\underline{7701}$  (c) and  $\underline{3325}$  (d), reporting requirements of  $\underline{26}$  U.S.C.  $\underline{6041}$ ,  $\underline{6041A}$ , and  $\underline{6050M}$ , and implementing regulations issued by the Internal Revenue Service (IRS).
  - (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
  - (3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_Offeror is an agency or instrumentality of a foreign
government;

 $\underline{\hspace{0.5cm}}$  Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.	
Sole proprietorship;	
Partnership;	
<pre>Corporate entity (not tax-exempt);</pre>	
<pre>Corporate entity (tax-exempt);</pre>	
Government entity (Federal, State, or I	local);
Foreign government;	
International organization per 26 CFR 1	1.6049-4;
Other	
(5) Common parent.	
Offeror is not owned or controlled by a	a common parent;
Name and TIN of common parent:	
Name	
TIN	

- (m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
- (n) Prohibition on Contracting with Inverted Domestic Corporations.
- (1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.
- (2) Representation. By submission of its offer, the offeror represents that—
  - (i) It is not an inverted domestic corporation; and
  - (ii) It is not a subsidiary of an inverted domestic corporation.
- (o) Sanctioned activities relating to Iran.
- (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
  - (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and
  - (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.
- (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
  - (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
  - (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

5.2 Addendum to Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12

The following Department of State Acquisition Regulation (DOSAR) provision is provided in full text:

DOSAR 652.225-70 Arab League Boycott of Israel (AUG 1999)

(a) Definitions. As used in this provision: "Foreign person" means any person other than a United States person as defined below.

"United States person" means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

- (b) Certification. By submitting this offer, the offeror certifies that it is not:
  - (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or, (2) Discriminating in the award of subcontracts on the basis of religion.

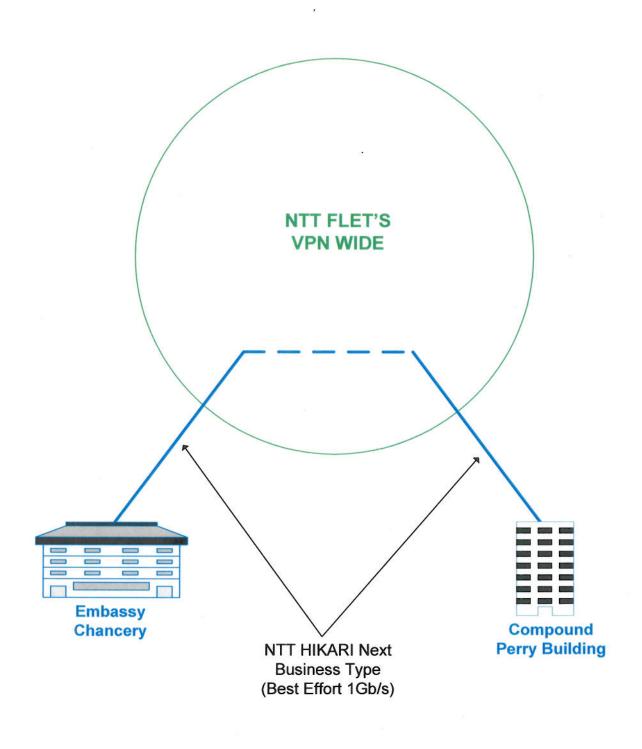
Tag						(Average)
Number	Description	Long Description	Serial No.	Manufacturer	Model	Total Cost
066542	DISPLAY, LCD MONITOR	19" LCD Monitor HP LA1951g	CNK1090P1L	HP	LA1951g	109.66
049799	AUDIO/VIDEO APPLIANCES	Agile modulator AM-60-860	4398900710035475	*BLONDER TONGUE	AM-60-860	790.00
049800	AUDIO/VIDEO APPLIANCES	Agile modulator AM-60-860	4398900715035891	*BLONDER TONGUE	AM-60-860	790.00
049801	AUDIO/VIDEO APPLIANCES	Agile modulator AM-60-860	4398900715035899	*BLONDER TONGUE	AM-60-860	790.00
049802	AUDIO/VIDEO APPLIANCES	Agile modulator AM-60-860	4398900710035474	*BLONDER TONGUE	AM-60-860	790.00
049803	AUDIO/VIDEO APPLIANCES	Agile modulator AM-60-860	4398900711035645	*BLONDER TONGUE	AM-60-860	790.00
049804	AUDIO/VIDEO APPLIANCES	Agile modulator AM-60-860	4398900711035642	*BLONDER TONGUE	AM-60-860	790.00
049805	AUDIO/VIDEO APPLIANCES	Agile modulator AM-60-860	4398900711035641	*BLONDER TONGUE	AM-60-860	790.00
049806	AUDIO/VIDEO APPLIANCES	Agile modulator AM-60-860	4398900711035643	*BLONDER TONGUE	AM-60-860	790.00
049808	AUDIO/VIDEO APPLIANCES	Agile modulator AM-60-860	4398900711035644	*BLONDER TONGUE	AM-60-860	790.00
049809	AUDIO/VIDEO APPLIANCES	Agile modulator AM-60-860	4398900711035640	*BLONDER TONGUE	AM-60-860	790.00
049810	AUDIO/VIDEO APPLIANCES	Agile modulator AM-60-860	4398900710035405	*BLONDER TONGUE	AM-60-860	790.00
063572	AUDIO/VIDEO APPLIANCES	Agile modulator AM-60-860	4585640329051935	BLONDER TONGUE	AM-60-860	788.42
063573	AUDIO/VIDEO APPLIANCES	Agile modulator AM-60-860	4585640329051953	BLONDER TONGUE	AM-60-860	788.42
063574	AUDIO/VIDEO APPLIANCES	Agile modulator AM-60-860	4585640329051954	BLONDER TONGUE	AM-60-860	788.42
049771	AUDIO/VIDEO APPLIANCES	Agile Modulator Stock #59415	41816909170120493	*BLONDER TONGUE	AM-60-860	790.40
049772	AUDIO/VIDEO APPLIANCES	Agile Modulator Stock #59415	41816909100301822	*BLONDER TONGUE	AM-60-860	790.40
049984	AUDIO/VIDEO APPLIANCES	Agile modulator stock#59415	4398900723037443	*BLONDER TONGUE	AM-60-860	790.00
049985	AUDIO/VIDEO APPLIANCES	Agile modulator stock#59415	4398900723037441	*BLONDER TONGUE	AM-60-860	790.00
049986	AUDIO/VIDEO APPLIANCES	Agile modulator stock#59415	4398900722036947	*BLONDER TONGUE	AM-60-860	790.00
049987	AUDIO/VIDEO APPLIANCES	Agile modulator stock#59415	4398900723037442	*BLONDER TONGUE	AM-60-860	790.00
049988	AUDIO/VIDEO APPLIANCES	Agile modulator stock#59415	4398900721036774	*BLONDER TONGUE	AM-60-860	790.00
051419	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4657320614066765	BLONDER TONGUE	59415	825.00
064412	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4673350728067131	BLONDER TONGUE	59415	825.00
064413	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4673350728067147	BLONDER TONGUE	59415	825.00
064414	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4657320616067399	BLONDER TONGUE	59415	825.00
064415	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4657320614066795	BLONDER TONGUE	59415	825.00
064418	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4657320612066232	BLONDER TONGUE	59415	825.00
064419	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4657320616067396	BLONDER TONGUE	59415	825.00
064420	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4673350726066785	BLONDER TONGUE	59415	825.00
064421	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4657320614066766	BLONDER TONGUE	59415	825.00

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Tag	Description	Long Description	Serial No.	Manufacturer	Model	(Average)
<b>Number</b> 064423	Description AUDIO/VIDEO APPLIANCES	Long Description AUDIO/VIDEO MODULATOR BLONDER T.	4657320612066234	BLONDER TONGUE	59415	Total Cost 825.00
064424	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4657320608065761	BLONDER TONGUE	59415	825.00
064425	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4657320608065761	BLONDER TONGUE	59415	825.00
064426	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4657320606065756	BLONDER TONGUE	59415	825.00
		AUDIO/VIDEO MODULATOR BLONDER T.	4673350728067305			
064427	AUDIO/VIDEO APPLIANCES			BLONDER TONGUE	59415	825.00
064428	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4657320608065759	BLONDER TONGUE	59415	825.00
064430	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4657320608065749	BLONDER TONGUE	59415	825.00
064434	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4657320614066764	BLONDER TONGUE	59415	825.00
064435	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4657320608065760	BLONDER TONGUE	59415	825.00
064436	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4657320614066768	BLONDER TONGUE	59415	825.00
064437	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	467335072806721	BLONDER TONGUE	59415	825.00
064438	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4657320616067390	BLONDER TONGUE	59415	825.00
064439	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4657320614066780	BLONDER TONGUE	59415	825.00
064440	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4673350728067182	BLONDER TONGUE	59415	825.00
064505	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4657320614066805	BLONDER TONGUE	59415	825.00
064507	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4657320608065748	BLONDER TONGUE	59415	825.00
064508	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4657320614066763	BLONDER TONGUE	59415	825.00
064509	AUDIO/VIDEO APPLIANCES	AUDIO/VIDEO MODULATOR BLONDER T.	4657320614066804	BLONDER TONGUE	59415	825.00
044858	AUDIO/VIDEO APPLIANCES	BS DECORDER, DT201	9334755034000	JSB		500.00
044410	AUDIO/VIDEO APPLIANCES	CHANNEL PLUS D2V DIGIT. MODULATOR	20226937			549.00
044412	AUDIO/VIDEO APPLIANCES	CHANNEL PLUS D2V DIGIT. MODULATOR	20226927			549.00
044854	AUDIO/VIDEO APPLIANCES	CHANNEL PLUS D2V DIGIT. MODULATOR	Х	Х		549.00
055918	CPU (CENTRAL PROCESSOR UNIT)	COMPAQ DESKPRO EN	T040FHGZ0283	COMPAQ	DESKPRO EN	1110.00
045295	AUDIO/VIDEO APPLIANCES	CS TUNER, PANASONIC TU-CSB720	FB4120323	*MATSUSHITA		774.75
045297	AUDIO/VIDEO APPLIANCES	CS TUNER, PANASONIC TU-SU100	FB350414	*MATSUSHITA		1224.29
066541	CPU (CENTRAL PROCESSOR UNIT)	Desktop PC HP 8200 Elote SFF	JPA12207GB	HP	8200 Elite SFF	2081.00
050609	AUDIO/VIDEO APPLIANCES	FM STEREO MODULATOR FMT115	T9706056			591.00
050611	AUDIO/VIDEO APPLIANCES	FM STEREO MODULATOR FMT115	T9706055			591.00
050612	AUDIO/VIDEO APPLIANCES	FM STEREO MODULATOR FMT115	T9706051			591.00
050613	AUDIO/VIDEO APPLIANCES	FM STEREO MODULATOR FMT115	T9706054			591.00
050614	AUDIO/VIDEO APPLIANCES	FM STEREO MODULATOR FMT115	T9706048			591.00

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Tag Number	Description	Long Description	Serial No.	Manufacturer	Model	(Average) Total Cost
050615	AUDIO/VIDEO APPLIANCES	FM STEREO MODULATOR FMT115	T9706050	Marianaotaroi	Wieder	591.00
050616	AUDIO/VIDEO APPLIANCES	FM STEREO MODULATOR FMT115	T9706047			591.00
050617	AUDIO/VIDEO APPLIANCES	FM STEREO MODULATOR FMT115	T9706049			591.00
044856	AUDIO/VIDEO APPLIANCES	FMT 415 MODULATOR	920700			500.00
046829	AUDIO/VIDEO APPLIANCES	INTERGRATED RECEIVER DESCRAMBLER	55U850617	BLONDER TONGUE LAB	IRD-2001	1471.06
046830	AUDIO/VIDEO APPLIANCES	INTERGRATED RECEIVER DESCRAMBLER	55U850621	BLONDER TONGUE LAB	IRD-2001	1471.06
047766	AUDIO/VIDEO APPLIANCES	Modulator AM-60-860	4673350724065983	BLONDER TONGUE	AM-60-860	834.15
064332	AUDIO/VIDEO APPLIANCES	Modulator AM-60-860	4673350724065984	BLONDER TONGUE	AM-60-860	834.15
064333	AUDIO/VIDEO APPLIANCES	Modulator AM-60-860	4673350724065986	BLONDER TONGUE	AM-60-860	834.15
064334	AUDIO/VIDEO APPLIANCES	Modulator AM-60-860	4673350724066014	BLONDER TONGUE	AM-60-860	834.15
065081	AUDIO/VIDEO APPLIANCES	MODULATOR BLONDER TONGUE	4765761018075236	BLONDER TONGUE	AM-60-860	834.15
065082	AUDIO/VIDEO APPLIANCES	MODULATOR BLONDER TONGUE	4765761018075266	BLONDER TONGUE	AM-60-860	834.15
065083	AUDIO/VIDEO APPLIANCES	MODULATOR BLONDER TONGUE	4765761018075272	BLONDER TONGUE	AM-60-860	834.15
065084	AUDIO/VIDEO APPLIANCES	MODULATOR BLONDER TONGUE	4765761018075269	BLONDER TONGUE	AM-60-860	834.15
065085	AUDIO/VIDEO APPLIANCES	MODULATOR BLONDER TONGUE	4765761015074357	BLONDER TONGUE	AM-60-860	834.15
046186	AUDIO/VIDEO APPLIANCES	MODULATOR, MASPRO MD 770 UME	025147	TELENET EX		1000.00
050847	AUDIO/VIDEO APPLIANCES	Satelite receiver	23542044	*SCIENTIFIC ATLANTA		975.00
049850	AUDIO/VIDEO APPLIANCES	Satelite Receiver, PowerVu	3067811461680	*SCIENTIFIC ATLANTA	D9234	601.00
049852	AUDIO/VIDEO APPLIANCES	Satelite Receiver, PowerVu	306781141685	*SCIENTIFIC ATLANTA	D9234	601.00
049855	AUDIO/VIDEO APPLIANCES	Satelite Receiver, PowerVu	317781149741	*SCIENTIFIC ATLANTA	D9234	601.00
049857	AUDIO/VIDEO APPLIANCES	Satelite Receiver, PowerVu	306781141710	*SCIENTIFIC ATLANTA	D9234	601.00
049858	AUDIO/VIDEO APPLIANCES	Satelite Receiver, PowerVu	317781149746	*SCIENTIFIC ATLANTA	D9234	601.00
049859	AUDIO/VIDEO APPLIANCES	Satelite Receiver, PowerVu	306781141681	*SCIENTIFIC ATLANTA	D9234	601.00
065574	COMMUNICATIONS EQUIPMENT	SATELLITE RECEIVER POWERVU D9835	34463505	SCIENTIFIC ATLANTA	D9835	198.00
065575	COMMUNICATIONS EQUIPMENT	SATELLITE RECEIVER POWERVU D9835	34499085	SCIENTIFIC ATLANTA	D9835	198.00
047775	AUDIO/VIDEO APPLIANCES	SKY PERFETTV TUNER SP-HR200H	11110421600644		SP-HR200H	297.91
047776	AUDIO/VIDEO APPLIANCES	SKY PERFETTV TUNER SP-HR200H	11110421600651		SP-HR200H	297.91
047793	AUDIO/VIDEO APPLIANCES	SKY PERFETTV TUNER SP-HR200H	11110454006976		SP-HR200H	297.91
049570	TEST SETS, ANALOG	Spectrum analyzer	120901468	ADVANTEST	R3132N	11063.70
044429	AUDIO/VIDEO APPLIANCES	TU-CSB720 CS SKY PORT TUNER	SB2260557	MATSUSHITA		914.54
044430	AUDIO/VIDEO APPLIANCES	TU-CSB720 CS SKY PORT TUNER	SB2260760	MATSUSHITA		914.54

Tag						(Average)
Number	Description	Long Description	Serial No.	Manufacturer		Total Cost
044989	AUDIO/VIDEO APPLIANCES	TV/SAT SIGNAL LEVEL METER	1787032	Х	LEADER 952	1852.88
047026	AUDIO/VIDEO APPLIANCES	TV/SAT SIGNAL LEVEL METER	1787032	Х	LEADER 952	1852.88
051413	AUDIO/VIDEO APPLIANCES	UHF MODULATOR	671146	MASPRO	MD770UME	1300.00
053149	COMMUNICATIONS EQUIPMENT	UHF MODULATOR	259104	TELENET EX CO., LTD.	MD770UME	1071.81
053990	AUDIO/VIDEO APPLIANCES	UHF MODULATOR	671123	MASPRO	MD770UME	1300.00
053991	AUDIO/VIDEO APPLIANCES	UHF MODULATOR	671132	MASPRO	MD770UME	1300.00
053993	AUDIO/VIDEO APPLIANCES	UHF MODULATOR	671151	MASPRO	MD770UME	1300.00
053994	AUDIO/VIDEO APPLIANCES	UHF MODULATOR	671152	MASPRO	MD770UME	1300.00

## VPN Line between Chancery and Compound for Digital Cable TV/Internet Service



## VPN Line between Chancery and Compound for Digital Cable TV/Internet Service

